

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (this "**Agreement**") is made on this ___ day of May, 2015, by and between the **CES Griggs Road PRP Group** ("**Grantee**"), and **CES Environmental Services, Inc. Chapter 7 Trustee**, ("**Grantor**").

RECITALS

A. Grantor is the Chapter 7 Trustee for CES Environmental Services, Inc., which is the owner of certain tracts of land described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**CES Griggs Road Site**").

B. Grantor desires to grant to Grantee a non-exclusive right to access to the CES Griggs Road Site for purposes of addressing environmental conditions at the CES Griggs Road Site through the TCEQ's Voluntary Cleanup Program ("**VCP**").

AGREEMENT

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Access. Grantor hereby grants a non-exclusive right of Access to Grantee on the CES Griggs Road Site for the purpose of conducting necessary environmental removal, investigative and remedial activities ("**Work**") as may be required to address the current environmental conditions at the CES Griggs Road Site under the TCEQ VCP. Grantor hereby binds itself and the Estate of CES Environmental Services, Inc. (the "**Estate**"), to grant unrestricted access to the CES Griggs Road Site so long as Grantee is conducting the Work. Until the Work is completed, Grantor shall provide notice of this Access Agreement to any prospective purchaser of the CES Griggs Road Site, either as a single sale or individual sales of the separate tracts and, shall enter into an agreement with any such purchaser, which requires prospective purchaser to accept and acknowledge in writing that it shall be bound by the terms and conditions of this Access Agreement with respect to the CES Griggs Road Site, or individual tract, after the closing of the sale.

2. Maintenance and Repair. At all times during the existence of this Agreement, Grantee shall promptly repair any damage, ordinary wear and tear excluded, to the CES Griggs Road Site caused by Grantee or its employees, contractors, agents and/or invitees (herein referred to as "**Grantee's Related Parties**"). Grantee shall not be responsible for any damage to the CES Griggs Road Site arising out of or in connection with the acts or omissions of Grantor, the Estate, or any other person or entity claiming by or through Grantor or the Estate, including, without limitation, Grantor's employees, contractors, agents and invitees (herein referred to as "**Grantor's Related Parties**").

3. Grantor's Promise and Release of Liability. Grantor and Grantor's Related Parties shall not unreasonably interfere with Grantee's use of the CES Griggs Road Site. Grantee's and Grantee's Related Parties' liability to Grantor is expressly limited as set forth herein and Grantor's and Grantor's Related Parties or others allowed on the CES Griggs Road

Site by Grantor, expressly release and hold harmless (to the extent permitted under the Laws and Constitution of the State of Texas) Grantee and Grantee's Related Parties from any and all claims for damage or injury to Grantor or Grantor's related Parties or others allowed on the property by Grantor, caused by Grantor's Related Parties or invitees' reckless or willful actions.

4. Compliance with Laws. Grantee and Grantee's Related Parties shall comply at all times with laws, ordinances, rules and regulations applicable to the CES Griggs Road Site and the use thereof.

5. Grantor's Right to Use Easement Tract. Grantor may fully use and enjoy the CES Griggs Road Site, and Grantor reserves and retains the right to use of the CES Griggs Road Site which do not unreasonably interfere with Grantee's rights hereunder.

6. Compensation. Grantor recognizes that Grantee's use of the CES Griggs Road Site to complete the Work is a direct benefit to the Grantor, and thus Grantor is not entitled to and will receive no compensation for the Grantee's use of the CES Griggs Road Site.

7. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms as may be possible, and which is legal, valid, and enforceable, to such illegal, invalid, or unenforceable provision.

8. Runs With Land. The above rights constitute covenants running with the land and are binding upon and inure to the benefit of Grantor, as owner of the CES Griggs Road Site, its respective shareholders, owners, successors and assigns.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may be amended only by written Agreement between the Grantor and the Grantee, or their respective shareholders, owners, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

GRANTOR:

By: _____
Name: _____
Title: _____

GRANTEE:

CES Griggs Road PRP Group,

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of May 2015, by David Askinase, the Chapter 7 Trustee of CES Environmental Services, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 10. This instrument was acknowledged before me on this ____ day of May, 2015, by _____, the _____ of the CES Griggs Road PRP Group.

Notary Public, State of Texas

Exhibit A

Legal Description of the CES Environmental Services, Inc. Tracts